

# EXHIBIT A

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

IBRAHIM TURKMEN; ASIF-UR-REHMAN )  
SAFFI; SYED AMJAD ALI JAFFRI, )  
YASSER EBRAHIM; HANY IBRAHIM; )  
SHAKIR BALOCH; AKHIL SACHDEVA; and )  
ASHRAF IBRAHIM, )  
on behalf of themselves and all others )  
similarly situated, )

Plaintiffs, )

v. )

JOHN ASHCROFT, Attorney General of the )  
United States; ROBERT MUELLER, Director )  
Federal Bureau of Investigations; JAMES W. )  
ZIGLAR, former Commissioner, Immigration and )  
Naturalization Service; DENNIS HASTY, )  
former Warden, Metropolitan Detention Center (MDC); )  
MICHAEL ZENK, MDC Warden; MDC )  
Associate Warden for Custody JAMES SHERMAN; )  
MDC Captain SALVATORE LOPRESTI; )  
MDC Lieutenants STEVEN BARRERE, )  
WILLIAM BECK, LINDSEY BLEDSOE, )  
JOSEPH CUCITI, HOWARD GUSSAK, )  
MARCIAL MUNDO, DANIEL ORTIZ, )  
STUART PRAY, and ELIZABETH TORRES, )  
and MDC Correctional Officers PHILLIP BARNES, )  
SIDNEY CHASE, MICHAEL DEFRANCISCO, )  
RICHARD DIAZ, KEVIN LOPEZ, )  
MARIO MACHADO, MICHAEL MCCABE, )  
RAYMOND MICKENS, JOHN OSTEEEN, )  
BRIAN RODRIGUEZ, SCOTT ROSEBERY, and )  
CHRISTOPHER WITSCHER, MDC Counselors )  
RAYMOND COTTON, JAMES CUFFEE, and )  
CLEMMET SHACKS; JOHN DOES 1-20, )  
Metropolitan Detention Center Corrections Officers; and )  
the UNITED STATES, )

Defendants. )

Civil Action  
No. 02 CV 2307 (JG) (SMG)  
(Gleeson, J.)

STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE OF  
FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2677

It is hereby stipulated by and between the undersigned plaintiff and the United States of America, by and through their respective attorneys, as follows:

1. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Settlement Agreement.

2. The United States of America agrees to pay plaintiff, **ASHRAF IBRAHIM**, the cash sum of Two Hundred and Sixty Thousand dollars (\$260,000) (hereinafter the "Settlement Amount"), which shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the subject matter of this settlement, including any claims for wrongful death, for which plaintiff or his guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.

3. Plaintiff and his guardians, heirs, executors, administrators or assigns hereby agrees to accept the Settlement Amount set forth in this Stipulation of Compromise Settlement in full settlement, satisfaction, and release of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, including claims for wrongful death, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries,

damage to property and the consequences thereof which they may have or hereafter acquire against the United States of America, its agents, servants and employees on account of the same subject matter that gave rise to the above-captioned action against all defendants, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages. Plaintiff and his guardians, heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold harmless the United States of America, its agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims, on account of the same subject matter that gave rise to the above-captioned action against all defendants, by plaintiff or his guardians, heirs, executors, administrators or assigns against any third party or against the United States, including claims for wrongful death.

4. This stipulation for compromise settlement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, and the United States, its agents, servants, or employees specifically deny that they are liable to the plaintiff. This settlement is entered into by all parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

5. It is also agreed, by and among the parties, that the respective parties will each bear their own costs, fees, and expenses and that any attorneys' fees owed by the plaintiff will be paid out of the Settlement Amount and not in addition thereto.

6. It is also understood by and among the parties that pursuant to Title 28, United States Code, Section 2678, attorneys' fees for services rendered in connection with this action shall not exceed 25 per centum of the Settlement Amount.

7. The persons signing this Settlement Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement. In the event the plaintiff is a minor or a legally incompetent adult, the plaintiff must obtain Court approval of the settlement at their expense. Plaintiff agrees to obtain such approval in a timely manner: time being of the essence. Plaintiff further agrees that the United States may void this settlement at its option in the event such approval is not obtained in a timely manner. In the event plaintiff fails to obtain such Court approval, the entire Stipulation For Compromise Settlement And Release and the compromise settlement are null and void.

8. Payment of the Settlement Amount will be made by a check drawn on the Treasury of the United States for and made payable to Ashraf Ibrahim, plaintiff, and the Center for Constitutional Rights and Covington & Burling, plaintiff's attorneys. The check will be mailed to plaintiff's attorneys at the following address: 666 Broadway, 7<sup>th</sup> Floor, New York, NY 10012. Plaintiff's attorneys agree to distribute the settlement proceeds to the plaintiff, and to obtain a dismissal of plaintiff's action against all defendants with prejudice, with each party bearing its own fees, costs, and expenses.

9. The parties agree that this Stipulation for Compromise Settlement and Release, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the plaintiffs expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

10. It is contemplated that this Stipulation may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

BY: Stephen E. Handler  
Attorney for Defendant  
UNITED STATES OF AMERICA  
Stephen E. Handler  
Senior Trial Counsel  
Torts Branch, Civil Division  
1331 Pennsylvania Ave., NW  
Washington, DC 20004

Executed this 5 day of October, 2009.

BY: Rachel Meeropol  
Attorneys for Plaintiffs  
CENTER FOR CONSTITUTIONAL RIGHTS  
Rachel Meeropol  
666 Broadway, 7<sup>th</sup> Floor  
New York, NY 10012

Executed this 26 day of August, 2009.

BY: Michael Winger  
Attorneys for Plaintiffs  
COVINGTON & BURLING LLP  
Michael Winger  
The New York Times Building  
620 Eighth Avenue  
New York, NY 10018-1405

Executed this 17<sup>th</sup> day of September, 2009.

BY: Ashraf Ibrahim  
ASHRAF IBRAHIM

Executed this 01 day of September, 2009.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

IBRAHIM TURKMEN; ASIF-UR-REHMAN )  
SAFFI; SYED AMJAD ALI JAFFRI, )  
YASSER EBRAHIM; HANY IBRAHIM; )  
SHAKIR BALOCH; AKHIL SACHDEVA; and )  
ASHRAF IBRAHIM, )  
on behalf of themselves and all others )  
similarly situated, )

Plaintiffs, )

v. )

JOHN ASHCROFT, Attorney General of the )  
United States; ROBERT MUELLER, Director )  
Federal Bureau of Investigations; JAMES W. )  
ZIGLAR, former Commissioner, Immigration and )  
Naturalization Service; DENNIS HASTY, )  
former Warden, Metropolitan Detention Center (MDC); )  
MICHAEL ZENK, MDC Warden; MDC )  
Associate Warden for Custody JAMES SHERMAN; )  
MDC Captain SALVATORE LOPRESTI; )  
MDC Lieutenants STEVEN BARRERE, )  
WILLIAM BECK, LINDSEY BLEDSOE, )  
JOSEPH CUCITI, HOWARD GUSSAK, )  
MARCIAL MUNDO, DANIEL ORTIZ, )  
STUART PRAY, and ELIZABETH TORRES, )  
and MDC Correctional Officers PHILLIP BARNES, )  
SIDNEY CHASE, MICHAEL DEFRANCISCO, )  
RICHARD DIAZ, KEVIN LOPEZ, )  
MARIO MACHADO, MICHAEL MCCABE, )  
RAYMOND MICKENS, JOHN OSTEEEN, )  
BRIAN RODRIGUEZ, SCOTT ROSEBERY, and )  
CHRISTOPHER WITSCHHEL, MDC Counselors )  
RAYMOND COTTON, JAMES CUFFEE, and )  
CLEMMET SHACKS; JOHN DOES 1-20, )  
Metropolitan Detention Center Corrections Officers; and )  
the UNITED STATES, )

Defendants. )

Civil Action  
No. 02 CV 2307 (JG) (SMG)  
(Gleeson, J.)

STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE OF  
FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2677

It is hereby stipulated by and between the undersigned plaintiff and the United States of America, by and through their respective attorneys, as follows:

1. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Settlement Agreement.

2. The United States of America agrees to pay plaintiff, **ASIF-UR-REHMAN SAFFI**, the cash sum of Two Hundred and Twenty Thousand dollars (\$220,000) (hereinafter the "Settlement Amount"), which shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the subject matter of this settlement, including any claims for wrongful death, for which plaintiff or his guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.

3. Plaintiff and his guardians, heirs, executors, administrators or assigns hereby agrees to accept the Settlement Amount set forth in this Stipulation of Compromise Settlement in full settlement, satisfaction, and release of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, including claims for wrongful death, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries,



damage to property and the consequences thereof which they may have or hereafter acquire against the United States of America, its agents, servants and employees on account of the same subject matter that gave rise to the above-captioned action against all defendants, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages. Plaintiff and his guardians, heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold harmless the United States of America, its agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims, on account of the same subject matter that gave rise to the above-captioned action against all defendants, by plaintiff or his guardians, heirs, executors, administrators or assigns against any third party or against the United States, including claims for wrongful death.

4. This stipulation for compromise settlement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, and the United States, its agents, servants, or employees specifically deny that they are liable to the plaintiff. This settlement is entered into by all parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

5. It is also agreed, by and among the parties, that the respective parties will each bear their own costs, fees, and expenses and that any attorneys' fees owed by the plaintiff will be paid out of the Settlement Amount and not in addition thereto.


6. It is also understood by and among the parties that pursuant to Title 28, United States Code, Section 2678, attorneys' fees for services rendered in connection with this action shall not exceed 25 per centum of the Settlement Amount.

7. The persons signing this Settlement Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement. In the event the plaintiff is a minor or a legally incompetent adult, the plaintiff must obtain Court approval of the settlement at their expense. Plaintiff agrees to obtain such approval in a timely manner; time being of the essence. Plaintiff further agrees that the United States may void this settlement at its option in the event such approval is not obtained in a timely manner. In the event plaintiff fails to obtain such Court approval, the entire Stipulation For Compromise Settlement And Release and the compromise settlement are null and void.

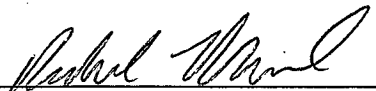
8. Payment of the Settlement Amount will be made by a check drawn on the Treasury of the United States for and made payable to Asif-Ur-Rehman Saffi, plaintiff, and the Center for Constitutional Rights and Covington & Burling, plaintiff's attorneys. The check will be mailed to plaintiff's attorneys at the following address: 666 Broadway, 7<sup>th</sup> Floor, New York, NY 10012. Plaintiff's attorneys agree to distribute the settlement proceeds to the plaintiff, and to obtain a dismissal of plaintiff's action against all defendants with prejudice, with each party bearing its own fees, costs, and expenses.

9. The parties agree that this Stipulation for Compromise Settlement and Release, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the plaintiffs expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

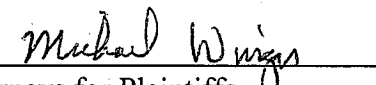
10. It is contemplated that this Stipulation may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

BY:   
Attorney for Defendant  
UNITED STATES OF AMERICA  
Stephen E. Handler  
Senior Trial Counsel  
Torts Branch, Civil Division  
1331 Pennsylvania Ave., NW  
Washington, DC 20004

Executed this 5 day of October, 2009.

BY:   
Attorneys for Plaintiffs  
CENTER FOR CONSTITUTIONAL RIGHTS  
Rachel Meeropol  
666 Broadway, 7<sup>th</sup> Floor  
New York, NY 10012

Executed this 26 day of August, 2009.

BY:   
Attorneys for Plaintiffs  
COVINGTON & BURLING LLP  
Michael Winger  
The New York Times Building  
620 Eighth Avenue  
New York, NY 10018-1405

Executed this 17<sup>th</sup> day of September, 2009.

BY:   
ASIF-UR-REHMAN SAFFI

Executed this 31 day of August, 2009.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

IBRAHIM TURKMEN; ASIF-UR-REHMAN )  
SAFFI; SYED AMJAD ALI JAFFRI, )  
YASSER EBRAHIM; HANY IBRAHIM; )  
SHAKIR BALOCH; AKHIL SACHDEVA; and )  
ASHRAF IBRAHIM, )  
on behalf of themselves and all others )  
similarly situated, )

Plaintiffs, )

v. )

JOHN ASHCROFT, Attorney General of the )  
United States; ROBERT MUELLER, Director )  
Federal Bureau of Investigations; JAMES W. )  
ZIGLAR, former Commissioner, Immigration and )  
Naturalization Service; DENNIS HASTY, )  
former Warden, Metropolitan Detention Center (MDC); )  
MICHAEL ZENK, MDC Warden; MDC )  
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MARCIAL MUNDO, DANIEL ORTIZ, )  
STUART PRAY, and ELIZABETH TORRES, )  
and MDC Correctional Officers PHILLIP BARNES, )  
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BRIAN RODRIGUEZ, SCOTT ROSEBERY, and )  
CHRISTOPHER WITSCHER, MDC Counselors )  
RAYMOND COTTON, JAMES CUFFEE, and )  
CLEMMET SHACKS; JOHN DOES 1-20, )  
Metropolitan Detention Center Corrections Officers; and )  
the UNITED STATES, )

Defendants. )

Civil Action  
No. 02 CV 2307 (JG) (SMG)  
  
(Gleeson, J.)

STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE OF  
FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2677

It is hereby stipulated by and between the undersigned plaintiff and the United States of America, by and through their respective attorneys, as follows:

1. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Settlement Agreement.

2. The United States of America agrees to pay plaintiff, **HANY IBRAHIM**, the cash sum of One Hundred and Eighty-One Thousand and Two Hundred and Fifty dollars (\$181,250) (hereinafter the "Settlement Amount"), which shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the subject matter of this settlement, including any claims for wrongful death, for which plaintiff or his guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.

3. Plaintiff and his guardians, heirs, executors, administrators or assigns hereby agrees to accept the Settlement Amount set forth in this Stipulation of Compromise Settlement in full settlement, satisfaction, and release of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, including claims for wrongful death, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries,

damage to property and the consequences thereof which they may have or hereafter acquire against the United States of America, its agents, servants and employees on account of the same subject matter that gave rise to the above-captioned action against all defendants, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages. Plaintiff and his guardians, heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold harmless the United States of America, its agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims, on account of the same subject matter that gave rise to the above-captioned action against all defendants, by plaintiff or his guardians, heirs, executors, administrators or assigns against any third party or against the United States, including claims for wrongful death.

4. This stipulation for compromise settlement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, and the United States, its agents, servants, or employees specifically deny that they are liable to the plaintiff. This settlement is entered into by all parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

5. It is also agreed, by and among the parties, that the respective parties will each bear their own costs, fees, and expenses and that any attorneys' fees owed by the plaintiff will be paid out of the Settlement Amount and not in addition thereto.

6. It is also understood by and among the parties that pursuant to Title 28, United States Code, Section 2678, attorneys' fees for services rendered in connection with this action shall not exceed 25 per centum of the Settlement Amount.

7. The persons signing this Settlement Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement. In the event the plaintiff is a minor or a legally incompetent adult, the plaintiff must obtain Court approval of the settlement at their expense. Plaintiff agrees to obtain such approval in a timely manner: time being of the essence. Plaintiff further agrees that the United States may void this settlement at its option in the event such approval is not obtained in a timely manner. In the event plaintiff fails to obtain such Court approval, the entire Stipulation For Compromise Settlement And Release and the compromise settlement are null and void.

8. Payment of the Settlement Amount will be made by a check drawn on the Treasury of the United States for and made payable to Hany Ibrahim, plaintiff, and the Center for Constitutional Rights and Covington & Burling, plaintiff's attorneys. The check will be mailed to plaintiff's attorneys at the following address: 666 Broadway, 7<sup>th</sup> Floor, New York, NY 10012. Plaintiff's attorneys agree to distribute the settlement proceeds to the plaintiff, and to obtain a dismissal of plaintiff's action against all defendants with prejudice, with each party bearing its own fees, costs, and expenses.

9. The parties agree that this Stipulation for Compromise Settlement and Release, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the plaintiffs expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

10. It is contemplated that this Stipulation may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

BY: Stephen E. Handler  
Attorney for Defendant  
UNITED STATES OF AMERICA  
Stephen E. Handler  
Senior Trial Counsel  
Torts Branch, Civil Division  
1331 Pennsylvania Ave., NW  
Washington, DC 20004

Executed this 5 day of October, 2009.

BY: Rachel Meeropol  
Attorneys for Plaintiffs  
CENTER FOR CONSTITUTIONAL RIGHTS  
Rachel Meeropol  
666 Broadway, 7<sup>th</sup> Floor  
New York, NY 10012

Executed this 26 day of August, 2009.

BY: Michael Winger  
Attorneys for Plaintiffs  
COVINGTON & BURLING LLP  
Michael Winger  
The New York Times Building  
620 Eighth Avenue  
New York, NY 10018-1405

Executed this 17<sup>th</sup> day of September, 2009.

BY: Hany Ibrahim  
HANY IBRAHIM

Executed this 31 day of August, 2009.



UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

IBRAHIM TURKMEN; ASIF-UR-REHMAN )  
SAFFI; SYED AMJAD ALI JAFFRI, )  
YASSER EBRAHIM; HANY IBRAHIM; )  
SHAKIR BALOCH; AKHIL SACHDEVA; and )  
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on behalf of themselves and all others )  
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Plaintiffs, )

v. )

JOHN ASHCROFT, Attorney General of the )  
United States; ROBERT MUELLER, Director )  
Federal Bureau of Investigations; JAMES W. )  
ZIGLAR, former Commissioner, Immigration and )  
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former Warden, Metropolitan Detention Center (MDC); )  
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1. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Settlement Agreement.

2. The United States of America agrees to pay plaintiff, **SHAKIR BALOCH**, the cash sum of Two Hundred and Forty-Three Thousand and Seven Hundred and Fifty dollars (\$243,750) (hereinafter the "Settlement Amount"), which shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the subject matter of this settlement, including any claims for wrongful death, for which plaintiff or his guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.

3. Plaintiff and his guardians, heirs, executors, administrators or assigns hereby agrees to accept the Settlement Amount set forth in this Stipulation of Compromise Settlement in full settlement, satisfaction, and release of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, including claims for wrongful death, arising from, and by reason

of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which they may have or hereafter acquire against the United States of America, its agents, servants and employees on account of the same subject matter that gave rise to the above-captioned action against all defendants, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages. Plaintiff and his guardians, heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold harmless the United States of America, its agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims, on account of the same subject matter that gave rise to the above-captioned action against all defendants, by plaintiff or his guardians, heirs, executors, administrators or assigns against any third party or against the United States, including claims for wrongful death.

4. This stipulation for compromise settlement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, and the United States, its agents, servants, or employees specifically deny that they are liable to the plaintiff. This settlement is entered into by all parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

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BY: Stephen E. Handler  
Attorney for Defendant  
UNITED STATES OF AMERICA  
Stephen E. Handler  
Senior Trial Counsel  
Torts Branch, Civil Division  
1331 Pennsylvania Ave., NW  
Washington, DC 20004

Executed this 5 day of October, 2009.

BY: Rachel Meeropol  
Attorneys for Plaintiffs  
CENTER FOR CONSTITUTIONAL RIGHTS  
Rachel Meeropol  
666 Broadway, 7<sup>th</sup> Floor  
New York, NY 10012

Executed this 26 day of August, 2009.

BY: Michael Winger  
Attorneys for Plaintiffs  
COVINGTON & BURLING LLP  
Michael Winger  
The New York Times Building  
620 Eighth Avenue  
New York, NY 10018-1405

Executed this 17<sup>th</sup> day of September, 2009.

BY: Shakir Baloch  
SHAKIR BALOCH

Executed this 28 day of August, 2009.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

IBRAHIM TURKMEN; ASIF-UR-REHMAN )  
SAFFI; SYED AMJAD ALI JAFFRI, )  
YASSER EBRAHIM; HANY IBRAHIM; )  
SHAKIR BALOCH; AKHIL SACHDEVA; and )  
ASHRAF IBRAHIM, )  
on behalf of themselves and all others )  
similarly situated, )

Plaintiffs, )

v. )

JOHN ASHCROFT, Attorney General of the )  
United States; ROBERT MUELLER, Director )  
Federal Bureau of Investigations; JAMES W. )  
ZIGLAR, former Commissioner, Immigration and )  
Naturalization Service; DENNIS HASTY, )  
former Warden, Metropolitan Detention Center (MDC); )  
MICHAEL ZENK, MDC Warden; MDC )  
Associate Warden for Custody JAMES SHERMAN; )  
MDC Captain SALVATORE LOPRESTI; )  
MDC Lieutenants STEVEN BARRERE, )  
WILLIAM BECK, LINDSEY BLEDSOE, )  
JOSEPH CUCITI, HOWARD GUSSAK, )  
MARCIAL MUNDO, DANIEL ORTIZ, )  
STUART PRAY, and ELIZABETH TORRES, )  
and MDC Correctional Officers PHILLIP BARNES, )  
SIDNEY CHASE, MICHAEL DEFRANCISCO, )  
RICHARD DIAZ, KEVIN LOPEZ, )  
MARIO MACHADO, MICHAEL MCCABE, )  
RAYMOND MICKENS, JOHN OSTEEEN, )  
BRIAN RODRIGUEZ, SCOTT ROSEBERY, and )  
CHRISTOPHER WITSCHER, MDC Counselors )  
RAYMOND COTTON, CUFFEE, and )  
CLEMMET SHACKS; JOHN DOES 1-20, )  
Metropolitan Detention Center Corrections Officers; and )  
the UNITED STATES, )

Defendants. )

Civil Action )  
No. 02 CV 2307 (JG) (SMG) )  
(Gleeson, J.) )

STIPULATION FOR COMPROMISE SETTLEMENT AND RELEASE OF  
FEDERAL TORT CLAIMS ACT CLAIMS PURSUANT TO 28 U.S.C. § 2677

It is hereby stipulated by and between the undersigned plaintiff and the United States of America, by and through their respective attorneys, as follows:

1. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Settlement Agreement.

2. The United States of America agrees to pay plaintiff, **YASSER EBRAHIM**, the cash sum of Three Hundred and Fifty-Six Thousand and Two Hundred and Fifty dollars (\$356,250) (hereinafter the "Settlement Amount"), which shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the subject matter of this settlement, including any claims for wrongful death, for which plaintiff or his guardians, heirs, executors, administrators, or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.

3. Plaintiff and his guardians, heirs, executors, administrators or assigns hereby agrees to accept the Settlement Amount set forth in this Stipulation of Compromise Settlement in full settlement, satisfaction, and release of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, including claims for wrongful death, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries,

damage to property and the consequences thereof which they may have or hereafter acquire against the United States of America, its agents, servants and employees on account of the same subject matter that gave rise to the above-captioned action against all defendants, including any future claim or lawsuit of any kind or type whatsoever, whether known or unknown, and whether for compensatory or exemplary damages. Plaintiff and his guardians, heirs, executors, administrators or assigns further agree to reimburse, indemnify and hold harmless the United States of America, its agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims, on account of the same subject matter that gave rise to the above-captioned action against all defendants, by plaintiff or his guardians, heirs, executors, administrators or assigns against any third party or against the United States, including claims for wrongful death.

4. This stipulation for compromise settlement is not, is in no way intended to be, and should not be construed as, an admission of liability or fault on the part of the United States, its agents, servants, or employees, and the United States, its agents, servants, or employees specifically deny that they are liable to the plaintiff. This settlement is entered into by all parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of further litigation.

5. It is also agreed, by and among the parties, that the respective parties will each bear their own costs, fees, and expenses and that any attorneys' fees owed by the plaintiff will be paid out of the Settlement Amount and not in addition thereto.



6. It is also understood by and among the parties that pursuant to Title 28, United States Code, Section 2678, attorneys' fees for services rendered in connection with this action shall not exceed 25 per centum of the Settlement Amount.

7. The persons signing this Settlement Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement. In the event the plaintiff is a minor or a legally incompetent adult, the plaintiff must obtain Court approval of the settlement at their expense. Plaintiff agrees to obtain such approval in a timely manner: time being of the essence. Plaintiff further agrees that the United States may void this settlement at its option in the event such approval is not obtained in a timely manner. In the event plaintiff fails to obtain such Court approval, the entire Stipulation For Compromise Settlement And Release and the compromise settlement are null and void.

8. Payment of the Settlement Amount will be made by a check drawn on the Treasury of the United States for and made payable to Yasser Ebrahim, plaintiff, and the Center for Constitutional Rights and Covington & Burling, plaintiff's attorneys. The check will be mailed to plaintiff's attorneys at the following address: 666 Broadway, 7<sup>th</sup> Floor, New York, NY 10012. Plaintiff's attorneys agree to distribute the settlement proceeds to the plaintiff, and to obtain a dismissal of plaintiff's action against all defendants with prejudice, with each party bearing its own fees, costs, and expenses.

9. The parties agree that this Stipulation for Compromise Settlement and Release, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the plaintiffs expressly consent to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

10. It is contemplated that this Stipulation may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

BY: *Stephen E. Handler*  
Attorney for Defendant  
UNITED STATES OF AMERICA  
Stephen E. Handler  
Senior Trial Counsel  
Torts Branch, Civil Division  
1331 Pennsylvania Ave., NW  
Washington, DC 20004

Executed this 5 day of October, 2009.

BY: *Rachel Meeropol*  
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Executed this 26 day of August, 2009.

BY: *Michael Winger*  
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Executed this 17<sup>th</sup> day of September, 2009.

BY: *Yasser Ebrahim*  
YASSER EBRAHIM

Executed this 31 day of August, 2009.